

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

**AQUATIC LANDS
VOLUNTEER RIGHT OF ENTRY**

AQUATIC LANDS VOLUNTEER RIGHT OF ENTRY NO. [__ - ____]/

THIS VOLUNTEER RIGHT OF ENTRY is granted by the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State") to the Laurelhurst Community Club, a nonprofit ("Licensee").

1.0 Purpose. Licensee wishes to volunteer and contribute labor, time, equipment, supplies and other materials to restore, enhance and maintain the Property. The Property shall be maintained for the purpose of general public access.

2.0 Permission. Subject to the following terms and conditions, State grants Licensee and its agents, members, volunteers, and employees a temporary revocable license to enter upon the real property described in Exhibit A (the "Property") to conduct the authorized activities described below. This license does not grant any exclusive or possessory interest in the Property.

3.0 Term. This license shall be effective on the ____ day of ____, 2008 ("Effective Date"), and shall terminate on the ____ day of ____, 2013 ("Termination Date"), unless terminated sooner under the terms of this License. State reserves the right to revoke this license at any time upon thirty (30) days notice to Licensee.

4.0 Authorized Activities. The activities authorized to be conducted under this Right of Entry are maintenance activities described in Exhibit B (the "Activities").

4.1 Licensee shall be fully and solely responsible for the management of the activities.

4.2 Licensee shall be fully and solely responsible for supervision and the safety of volunteers and employees.

4.3 This Right-of-Entry does not authorize any volunteer to perform any authorized activity unless the volunteer has read and signed a copy of the volunteer agreement attached as Exhibit C. Licensee shall not authorize any volunteer to perform any authorized activity until Licensee has received and signed the volunteer agreement signed by the volunteer. The Licensee shall deliver all signed copies of volunteer agreements to the State.

4.4 Licensee shall not cause or permit any damage to natural resources on the Property except as expressly provided for in Exhibit B. Licensee shall also not cause or permit any filling activity to occur on the Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Property,

except as approved in writing by State. Licensee shall neither commit nor allow waste to be committed to or on the Property.

4.5 Licensee is not responsible for unlawful or improper acts by third parties. Licensee shall promptly report any known unlawful acts to the police authorities. Licensee shall report in a timely manner to State any known misuse of the Property by third parties, including unlawful acts otherwise reported to police authorities.

5.0 Title to Property. State grants a right of access only to the extent of its interest in the Property. This license shall not be exclusive and State may grant similar rights to anyone else. State may also lease the Property or grant easements or licenses.

6.0 Compliance with Law. Licensee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding the use of the Property. Licensee shall, at its sole expense, obtain all regulatory or proprietary consents or approvals required to be obtained from any public authority, State or third party in connection with any work on the Property or Licensee's use or occupation of the Property.

7.0 Prohibition Against Assignment. Licensee shall not assign this Right of Entry.

8.0 Applicable Law. This Right of Entry shall be interpreted and construed pursuant to the laws of the State of Washington. Venue for any action arising out of or in connection with this Right of Entry shall be in the Superior Court for Thurston County, Washington.

9.0 Modification. Any modification of this Right of Entry must be in writing and signed by the parties.

10.0 Coordination. The coordinators for each of the parties shall be the contact person for this Right of Entry. All communication shall be sent through the coordinators.

10.1 Licensee Coordinator:

Jeannie Hale, President

3425 W. Laurelhurst Dr NE

Seattle, WA 98105

(206) 525-5135

Mark Trumbauer, Waterway Coordinator

4215 36th Avenue NE

Seattle, WA 98105

(206) 527-8350

10.2 State Coordinator: Snoqualmie Land Manager

950 Farman Avenue North Enumclaw, WA 98022

(360) 825-1631 ext. 2006

THIS RIGHT OF ENTRY requires the signature of all parties and is executed as of the date of the last signature below.

LAURELHURST COMMUNITY CLUB

Dated: _____, 20__

By: _____

JEANNIE HALE

Title: President

Address: 3425 W. Laurelhurst Dr NE
Seattle, WA 98105

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____

DERRICK TOBA

Title: Assistant Region Manager

Address: 950 Farman Avenue North
Enumclaw, WA 98022

Standard Right of Entry
Approved as to Form in June 2006
by Janis Snoey
Assistant Attorney General
State of Washington